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6 *Attorneys for Plaintiffs*  
PUBG Corporation and PUBG Santa Monica, Inc.  
7

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**

10  
11 PUBG Corporation and  
PUBG Santa Monica, Inc.,

12 Plaintiffs,

13 v.

14 NetEase, Inc., NetEase Information  
15 Technology Corporation and Hong Kong  
NetEase Interactive Entertainment Limited,

16 Defendants.  
17

**Case No.**

**COMPLAINT FOR BREACH OF CONTRACT**

**DEMAND FOR JURY TRIAL**

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19 **REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED**  
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**NATURE OF THE CASE**

1  
2 1. Plaintiffs PUBG Corporation and PUBG Santa Monica, Inc. (collectively, “PUBG”)  
3 bring this action against Defendants NetEase, Inc., NetEase Information Technology Corporation,  
4 and Hong Kong NetEase Interactive Entertainment Limited (collectively, “NetEase”) for breaching  
5 the express terms of a settlement agreement resolving PUBG’s lawsuit in this Court against NetEase  
6 for copying elements of PUBG’s online, “battle royale” video game entitled  
7 PLAYERUNKNOWN’S BATTLEGROUNDS in NetEase’s video games.

8 2. As part of the relevant settlement agreement, [REDACTED]  
9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]

12 3. However, within months of the execution of the Settlement Agreement, PUBG  
13 discovered that [REDACTED]

14 [REDACTED]. Furthermore, PUBG determined that another NetEase game,  
15 *Survivor Royale*, [REDACTED]  
16 [REDACTED].

17 4. PUBG provided NetEase with [REDACTED] Settlement  
18 Agreement, but NetEase has refused to [REDACTED]. PUBG therefore asks this  
19 Court to enforce the terms of the Settlement Agreement.

**THE PARTIES**

20  
21 5. Plaintiff PUBG Corporation is a corporation organized and existing under the laws of  
22 the Republic of Korea, having its principal place of business located at Majestar Tower One, 6-8F,  
23 12, Seocho-daero 38-gil, Seocho-gu, Seoul, Republic of Korea.

24 6. Plaintiff PUBG Santa Monica, Inc. (“PUBG USA”) is a corporation organized and  
25 existing under the laws of the State of Delaware, having its principal place of business located at  
26 1601 Cloverfield Blvd. Ste. 5000 N, Santa Monica, CA 90404. Plaintiff PUBG USA is a wholly  
27 owned subsidiary of Plaintiff PUBG.

28 7. Upon information and belief, Defendant NetEase, Inc. is a corporation organized and

1 existing under the laws of the Cayman Islands, having its principal place of business located at  
2 Building No. 7, West Zone, Zhongguancun Software Park (Phase II), No.10 Xibeiwang East Road,  
3 Haidian District, Beijing 100193, People's Republic of China. Upon information and belief, NetEase  
4 Inc. is registered to do business in the State of Delaware under its former English name,  
5 NetEase.com (U.S.) Inc., and has a registered agent for service of process at The Corporation Trust  
6 Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. Upon  
7 information and belief, shares of NetEase Inc. have been listed on the NASDAQ Global Select  
8 Market since June 30, 2000, under the symbol "NTES," and NetEase Inc. regularly files reports with  
9 the United States Securities and Exchange Commission. Upon information and belief, Defendant  
10 NetEase Inc. maintains an Investor Relations contact in New York, New York, in the United States.

11 8. Upon information and belief, Defendant NetEase Information Technology Corp.  
12 ("NetEase IT") is a corporation organized and existing under the laws of California, having its  
13 principal place of business located at 2000 Sierra Point Parkway, Suite 800, Brisbane, California  
14 94005. Upon information and belief, Defendant NetEase Information Technology, Corp. operates  
15 under the name NetEase North America and/or the name NetEase Games. Upon information and  
16 belief, Defendant NetEase Information Technology Corp. is a subsidiary of Defendant NetEase Inc.  
17 and is an affiliate of Defendant Hong Kong NetEase Interactive Entertainment Limited. Upon  
18 information and belief, Defendant NetEase Information Technology Corp.'s registered agent for  
19 service process is CT Corporation System (C0168406), 818 West Seventh Street, Suite 930, Los  
20 Angeles, CA 90017.

21 9. Upon information and belief, Defendant Hong Kong NetEase Interactive  
22 Entertainment Limited ("NetEase Interactive") is a corporation organized and existing under the  
23 laws of Hong Kong, having its principal place of business located at 802 Chuang's Tower, 30-32  
24 Connaught Road, Central, Hong Kong. Upon information and belief, Defendant NetEase Interactive  
25 operates under the name NetEase North America and/or the name NetEase Games. Upon  
26 information and belief, Defendant NetEase Interactive is a subsidiary of Defendant NetEase Inc. and  
27 is an affiliate of Defendant NetEase Information Technology Corp.  
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## JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over PUBG's claims because they arise under a Settlement Agreement [REDACTED] *PUBG Corporation v. NetEase Inc.*, Case No. 4:18-cv-02010-JSW. In that case, the court had subject matter jurisdiction under the Copyright Act, 17 U.S.C. §§ 101, 501 et seq. and 28 U.S.C. §§ 1331 (federal subject matter jurisdiction) and 1338(a) (any act of Congress relating to copyrights, patents and trademarks), and the Lanham Trademark Act pursuant to 15 U.S.C. 1051 et seq. and 28 U.S.C. §§ 1331 and 1338(a). Pursuant to [REDACTED]

11. This Court has personal jurisdiction over Defendants because they committed breaches of the Settlement Agreement in this judicial district giving rise to this action. In addition, [REDACTED]

12. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 (b) and (c) and pursuant to 28 U.S.C. § 1400(a) because a substantial part of the events giving rise to this action occurred in this judicial district, because Defendants are subject to this Court's personal jurisdiction with respect to this action, and because all Defendants reside either within this judicial district or outside of the United States. [REDACTED]

## FACTUAL ALLEGATIONS

### **A. PUBG Sues NetEase for Infringing PUBG's Rights in BATTLEGROUNDS**

13. In or about March 2017, Bluehole Ginno Games, Inc. ("Bluehole Ginno") released its game PLAYERUNKNOWN'S BATTLEGROUNDS ("BATTLEGROUNDS"), in early access beta version. On or about September 14, 2017, Plaintiff PUBG USA was formed as a wholly-owned subsidiary of Bluehole Ginno to support the community of players and fans of BATTLEGROUNDS in the United States, including by promoting tournaments and interacting with players and streamers.

1 On or about September 29, 2017, Bluehole Ginno was renamed PUBG Corp., and Plaintiff PUBG is  
2 the successor-in-interest to Bluehole Ginno with respect to BATTLEGROUNDS.

3 14. BATTLEGROUNDS became an instant hit and has achieved high levels of success in  
4 the computer gaming and console gaming industry. When the early-access public beta version of  
5 BATTLEGROUNDS was released in March 2017, it sold one million copies in less than a month  
6 and reached the million-copies mark faster than any other game ever sold on Steam, a major online  
7 computer game distribution site. By July 2017, BATTLEGROUNDS had achieved over one hundred  
8 million dollars in sales. By September 2017, over ten million copies of BATTLEGROUNDS had  
9 been sold. In September 2017, BATTLEGROUNDS broke an all-time Steam record by having 1.35  
10 million concurrent players (i.e., players playing at the same time). In December 2017,  
11 BATTLEGROUNDS reached 3 million concurrent players.

12 15. To date, over sixty-five million copies of the PC version of BATTLEGROUNDS, and  
13 over seven and a half million copies of the Xbox and PlayStation 4 versions of BATTLEGROUNDS  
14 have been sold. Players have also downloaded over 500 million copies of the mobile version of  
15 BATTLEGROUNDS. Additionally, real-world and online BATTLEGROUNDS tournaments take  
16 place on a regular basis, with millions of participants, attendees, and viewers.

17 16. On or about late 2017, NetEase released two mobile games, *Rules of Survival* and  
18 *Knives Out*. PUBG discovered that the NetEase games copied a significant number of the same  
19 visual and other protectable elements of BATTLEGROUNDS, and in fact that the games appeared  
20 to be trading wholesale on the “look and feel” of PUBG’s successful game through its extensive  
21 copying of individual and ensembles of elements.

22 17. PUBG subsequently commenced an action in the United States District Court for the  
23 Northern District of California against NetEase, in an action styled *PUBG Corporation v. NetEase*  
24 *Inc.*, Case No. 4:18-cv-02010-JSW. PUBG alleged that NetEase’s games *Rules of Survival* and  
25 *Knives Out* infringed PUBG’s copyrights and trade dress rights in BATTLEGROUNDS and that  
26 NetEase had engaged in unfair competition under statutory and common law (the “Underlying  
27 Action”).

28 18. In the Second Amended Complaint filed May 24, 2018 (the “Underlying

1 Complaint”), attached hereto as **Exhibit A**, PUBG alleged that *Rules of Survival*, released for mobile  
2 devices in the United States on or about November 24, 2017, had an overall gameplay that closely  
3 resembled that of BATTLEGROUNDS. For example, the narrative arc of the game; the audio and  
4 visual representations of movement, healing, and boosting; and the battle formats offered (such as  
5 player versus everyone and four-person teams) all corresponded to those of BATTLEGROUNDS.

6 19. The Underlying Complaint alleged that *Rules of Survival* used certain copyrightable  
7 motifs, devices, and other aspects of gameplay from BATTLEGROUNDS. For example, PUBG  
8 alleged that *Rules of Survival* used certain BATTLEGROUNDS motifs, such as landscapes  
9 (including scenes, locations, and buildings) and chicken dinner related imagery. The Underlying  
10 Complaint also alleged that *Rules of Survival* used BATTLEGROUNDS’ copyrightable attributes,  
11 design, selection and/or ensembles of devices, such as certain weapons, firearms, attachments and  
12 modifications for firearms, melee weapons, throwable weapons, armor, and frying pans. Finally,  
13 PUBG alleged that *Rules of Survival* used distinct BATTLEGROUNDS gameplay features, like  
14 boosting, pre-play area, play map, air jump, freefall and parachuting, character configuration,  
15 consumables, air-dropped supply boxes, bombardment zone, and shrinking gameplay area.

16 20. Similarly, according to the Underlying Complaint, *Knives Out*, another video game  
17 for mobile devices that was made and released by NetEase, also had an overall gameplay that closely  
18 matched that of BATTLEGROUNDS. For example, the narrative arc of the game; the audio and  
19 visual representations of movement, shooting, and healing; and the battle formats offered (such as  
20 player versus everyone and small team of four players versus everyone, with 100 players per game)  
21 all corresponded to those of BATTLEGROUNDS.

22 21. The Underlying Complaint alleged that *Knives Out* also used certain copyrightable  
23 motifs, devices, and other aspects of gameplay from BATTLEGROUNDS. PUBG alleged that  
24 *Knives Out* used certain BATTLEGROUNDS motifs, like landscapes (including scenes, locations,  
25 and buildings) and poultry-themed advertisement (evoking BATTLEGROUNDS’ “chicken dinner”  
26 theme). PUBG alleged that *Knives Out* also used BATTLEGROUNDS’ copyrightable elements,  
27 such as the attributes, design, selection and/or ensembles of certain weapons, firearms, attachments  
28 and modifications for firearms, melee weapons, throwable weapons, armor, and frying pans.

1 Finally, PUBG alleged that *Knives Out* used distinct BATTLEGROUNDS gameplay features, like  
 2 pre-play area, play map, air jump, freefall and parachuting, character configuration, consumables,  
 3 air-dropped supply boxes, bombardment zone, and shrinking gameplay area.

4 22. PUBG brought four claims against NetEase, one for copyright infringement under 17  
 5 U.S.C. §101 *et seq.*, one for trade dress infringement under 15 U.S.C. § 1125(a), and two for unfair  
 6 competition (one under California Business and Profession Code § 17200 and the other under  
 7 California common law).

8 **B. The Parties Enter into a Settlement Agreement, and** [REDACTED]  
 9 [REDACTED]

10 23. On March 11, 2019, just over a year after PUBG first brought the underlying action,  
 11 the parties entered a settlement agreement [REDACTED]  
 12 [REDACTED],  
 13 attached hereto as **Exhibit B**.

14 24. By signing the Settlement Agreement, [REDACTED]  
 15 [REDACTED]  
 16 [REDACTED].

17 25. NetEase [REDACTED]  
 18 [REDACTED]  
 19 [REDACTED]  
 20 [REDACTED]  
 21 [REDACTED]:  
 22 [REDACTED]  
 23 [REDACTED]  
 24 [REDACTED]  
 25 [REDACTED]  
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[REDACTED]



1 [REDACTED]  
2 28. The parties agreed that [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED] See Settlement Agreement, [REDACTED]

8 29. Soon after entering the Settlement Agreement, the parties filed a stipulation to  
9 dismiss the Underlying Action. Three days later, on April 8, 2019, the order was granted.

10 **C. PUBG Discovers that NetEase** [REDACTED]  
11 30. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]

14 31. Following that date, PUBG reviewed recent versions [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]

18 32. PUBG discovered that [REDACTED]  
19 [REDACTED]  
20 [REDACTED]

21 **1. RULES OF SURVIVAL**

22 33. Taken on June 3, 2019, a screenshot of the *Rules of Survival* Facebook page depicts [REDACTED]  
23 [REDACTED]

24 34. Taken on June 3, 2019, a screenshot of the *Rules of Survival* Facebook page depicts [REDACTED]  
25 [REDACTED]

26 35. Taken on June 3, 2019, a screenshot of the *Rules of Survival* Twitter page depicts [REDACTED]  
27 [REDACTED]

28 36. Taken on June 7, 2019, a screenshot of a video entitled “Rules of Survival | RoStar

1 Night 2019 NO. 1 ft.ChanMuny” hosted on the *Rules of Survival* YouTube page depicts [REDACTED]

2 [REDACTED]  
3 37. Taken on June 7, 2019, a screenshot of a video entitled “Happy 1st Anniversary  
4 ROS!” hosted on the *Rules of Survival* YouTube page depicts [REDACTED]

5 38. Taken on June 3, 2019, a screenshot of the *Rules of Survival* Facebook page depicts [REDACTED]  
6 [REDACTED]

7 39. Taken on June 3, 2019, a screenshot of the *Rules of Survival* Facebook page depicts [REDACTED]  
8 [REDACTED]

9 40. Taken on June 3, 2019, several screenshots of the *Rules of Survival* Twitter page  
10 depict [REDACTED]

11 41. Taken on June 3, 2019, a screenshot of a video entitled “The best way to use your  
12 frying pan!” hosted on the *Rules of Survival* YouTube page depicts [REDACTED]

13 42. Taken on June 3, 2019, a screenshot of a video entitled “Rules of Survival Live  
14 Stream” hosted on the *Rules of Survival* YouTube page depicts [REDACTED]

15 43. Taken on June 3, 2019, a screenshot of a video entitled “The Epic Tournament for  
16 South East Asia is now Coming” hosted on the *Rules of Survival* YouTube page depicts [REDACTED]

17 44. Taken on June 3, 2019, a screenshot of the *Rules of Survival* Facebook page depicts [REDACTED]  
18 [REDACTED]

19 45. Taken on April 27, 2019, a screenshot of *Rules of Survival* gameplay depicts [REDACTED]  
20 [REDACTED] of the Second Amended

21 Complaint.

22 46. Taken on June 3, 2019, a screenshot of a video hosted on the *Rules of Survival*  
23 YouTube page depicts [REDACTED]  
24 of the Second Amended Complaint.

25 47. Taken on April 29, 2019, a screenshot of *Rules of Survival* gameplay depicts [REDACTED]  
26 [REDACTED] of the Second Amended  
27 Complaint.

28 48. Taken on June 3, 2019, a screenshot of a video hosted on the *Rules of Survival*

1 YouTube page depicts [REDACTED]  
2 of the Second Amended Complaint.

3 49. Taken on April 27, 2019, a screenshot of *Rules of Survival* gameplay depicts [REDACTED]  
4 [REDACTED] of the Second Amended  
5 Complaint.

6 50. Taken on April 27, 2019, a screenshot of *Rules of Survival* gameplay depicts [REDACTED]  
7 [REDACTED] of the Second Amended  
8 Complaint.

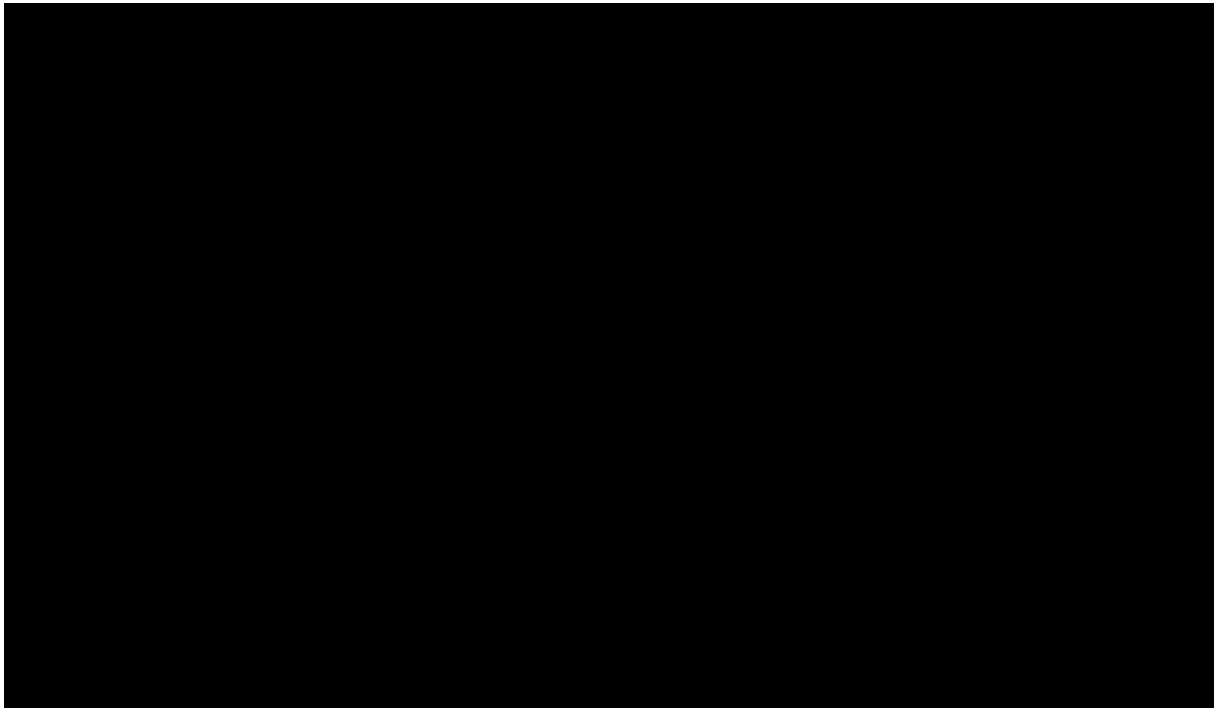
9 51. Taken on June 8, 2019, screenshots of the *Rules of Survival* YouTube page and a  
10 video hosted on the *Rules of Survival* YouTube page depict [REDACTED]  
11 [REDACTED] of the Second Amended Complaint.

12 52. Taken on June 3, 2019, a screenshot of *Rules of Survival* gameplay depicts, on  
13 information and belief, [REDACTED]  
14 [REDACTED]

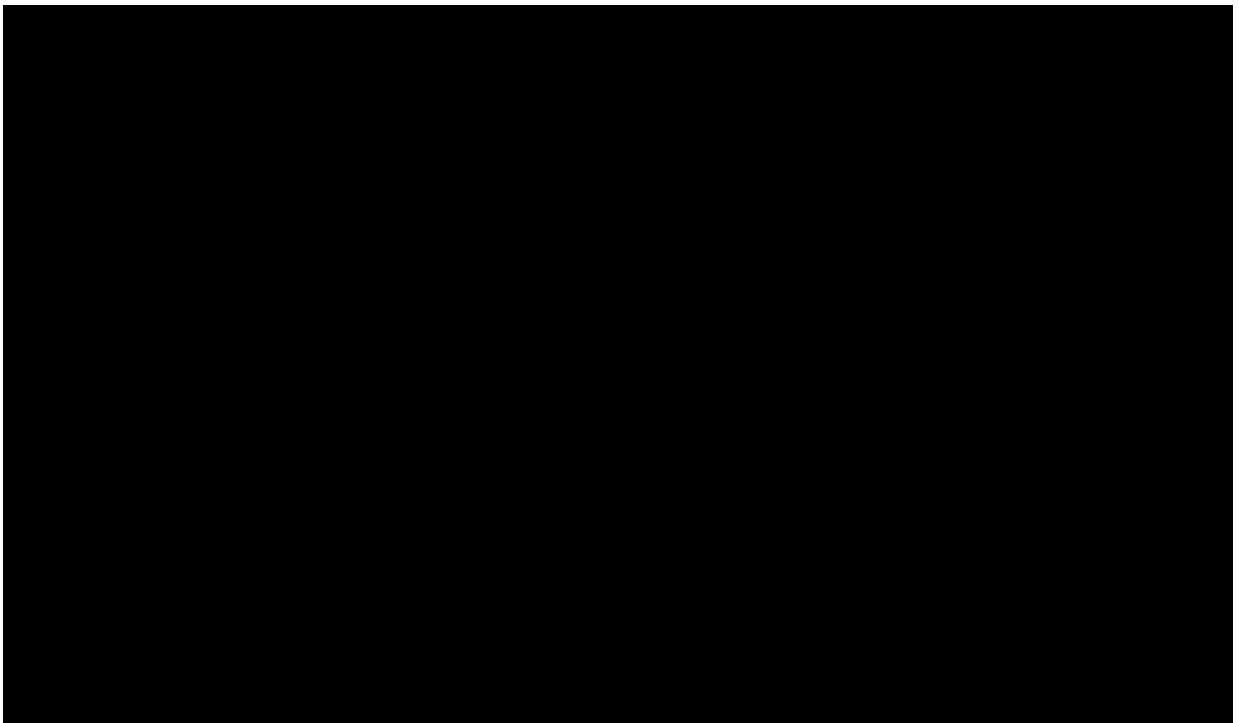
15 53. Taken on June 3, 2019, a screenshot of a video hosted on the *Rules of Survival*  
16 YouTube page depicts, on information and belief, [REDACTED]  
17 [REDACTED]

18 54. Taken on June 2, 2019, a screenshot of a video hosted on the *Rules of Survival*  
19 YouTube page depicts, on information and belief, [REDACTED]  
20 [REDACTED]

21 55. Taken on June 4, 2019, a screenshot of a video hosted on the *Rules of Survival*  
22 Google Play page depicts, on information and belief, [REDACTED]  
23 [REDACTED]



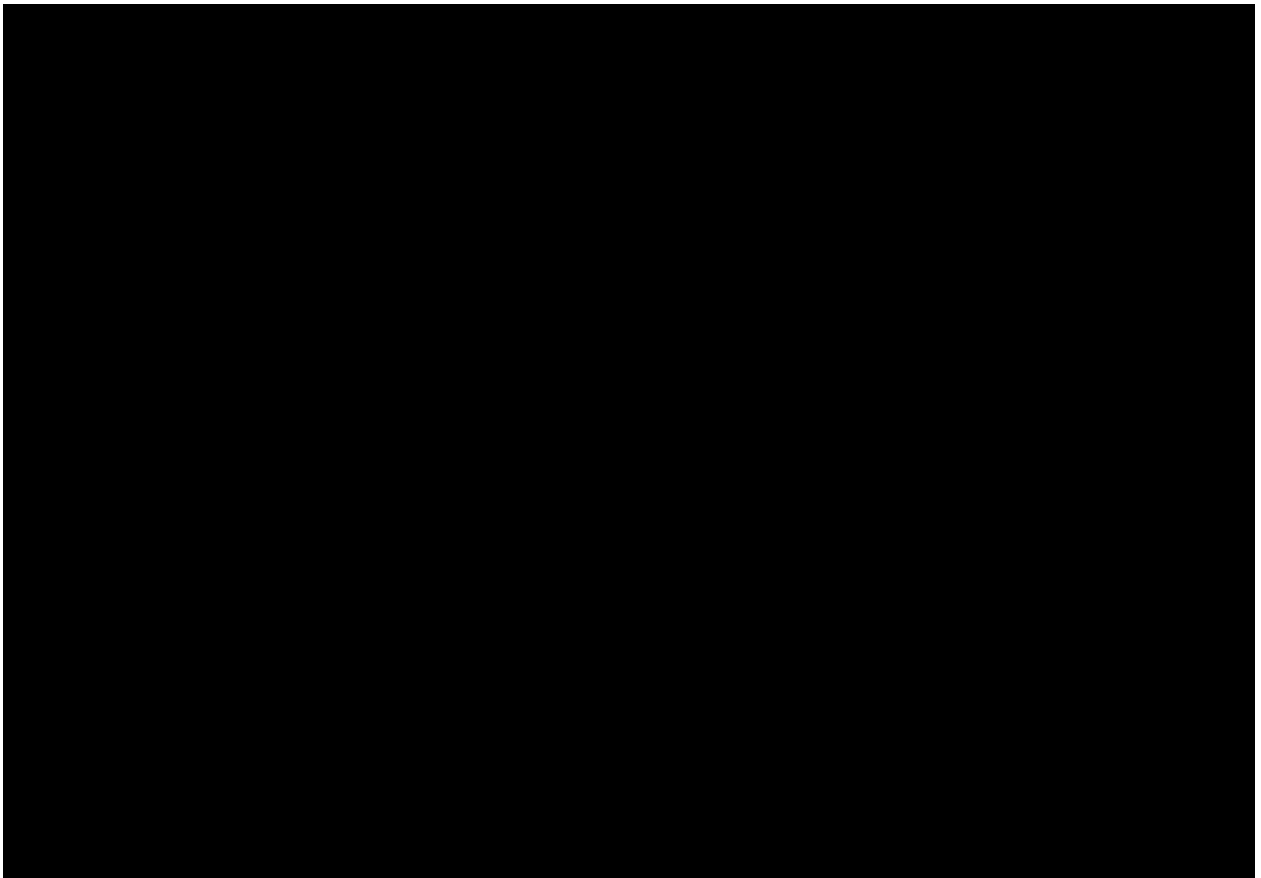
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12 56. Taken on June 4, 2019, a screenshot of a video hosted on the *Rules of Survival*  
13 webpage depicts, on information and belief, [REDACTED]  
14 [REDACTED]



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27 57. Taken on June 10, 2019, a screenshot of a video entitled “Rules of Survival | RoStar  
28 Night 2019 NO. 1 ft.ChanMuny” hosted on the *Rules of Survival* YouTube page depicts, on

1 information and belief, [REDACTED]

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24 58. Taken on June 10, 2019, a screenshot of a video entitled “RoStar MVP Challenge –  
25 Final” hosted on the *Rules of Survival* YouTube page depicts [REDACTED]  
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2. KNIVES OUT

59. Taken on June 10, 2019, a screenshot of a video entitled “『荒野行動』公式生放送「荒野の光！スター誕生！」キャンペーン開始特番” hosted on the *Knives Out* YouTube page depicts [REDACTED]

60. Taken on June 10, 2019, a screenshot of a video entitled “『荒野行動』公式生放送「荒野の光！スター誕生！」チーム分け抽選会” hosted on the *Knives Out* YouTube page depicts [REDACTED]

61. Taken on June 3, 2019, many screenshots of the *Knives Out* Facebook page depict [REDACTED]

62. Taken on June 10, 2019, a screenshot of the *Knives Out* official website page depicts [REDACTED]

63. Taken on June 10, 2019, a screenshot of the *Knives Out* Facebook page depicts [REDACTED]

64. Taken on June 3, 2019, a screenshot of the *Knives Out* Facebook page depicts [REDACTED]

65. Taken on June 3, 2019, a screenshot of the *Knives Out* Twitter page depicts [REDACTED]

66. Taken on June 3, 2019, a screenshot of a video entitled “「荒野行動」 x 「進撃の巨人」 コラボ襲来！” hosted on the *Knives Out* YouTube page depicts [REDACTED]

67. Taken on June 3, 2019, a screenshot of a video entitled “The Only Rule in Battle Royale is NO RULES!” hosted on the *Knives Out* YouTube page depicts [REDACTED]

68. Taken on June 3, 2019, a screenshot of a video entitled “『荒野行動』公式生放送「荒野の光！スター誕生！」東京決戦！” hosted on the *Knives Out* YouTube page depicts [REDACTED]

69. Taken on June 3, 2019, screenshots of a video entitled “『荒野行動』公式生放送「荒野HIGH杯」Day1” hosted on the *Knives Out* YouTube page depict [REDACTED]

70. Taken on April 26, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED] of the Second Amended Complaint.

71. Taken on May 1, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED] of the Second Amended Complaint.

72. Taken on May 1, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED] of the Second Amended Complaint.

73. Taken on April 26, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED] of the Second Amended Complaint.

74. Taken on April 25, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED] of the Second Amended Complaint.

75. Taken on April 30, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED] of the Second Amended Complaint.

76. Taken on April 26, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED]

1 [REDACTED] of the Second Amended Complaint.

2 77. Taken on April 25, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED]  
3 [REDACTED] of the Second Amended Complaint.

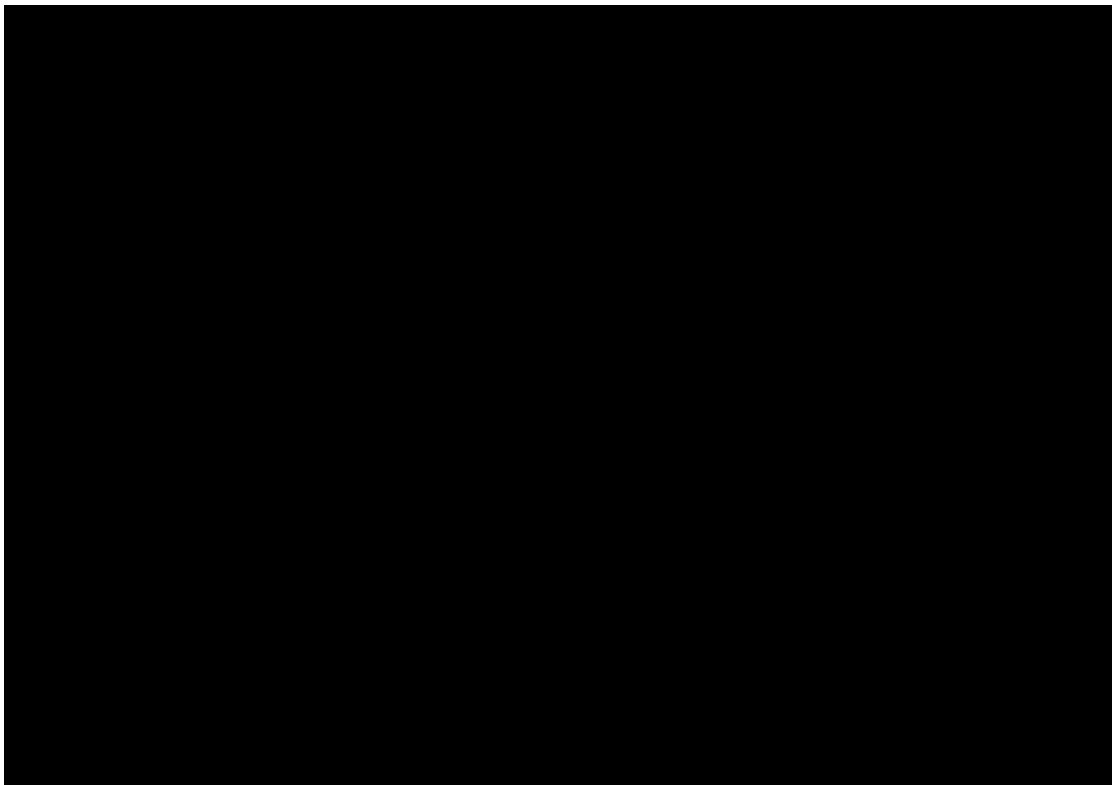
4 78. Taken on June 11, 2019, a screenshot of a video hosted on the *Knives Out* YouTube  
5 page depicts the [REDACTED] of the  
6 Second Amended Complaint.

7 79. Taken on April 25, 2019, a screenshot of *Knives Out* gameplay depicts the [REDACTED]  
8 [REDACTED] of the Second Amended Complaint.

9 80. Taken on June 11, 2019, a screenshot of a video hosted on the *Knives Out* YouTube  
10 page depicts the [REDACTED] of the Second  
11 Amended Complaint.

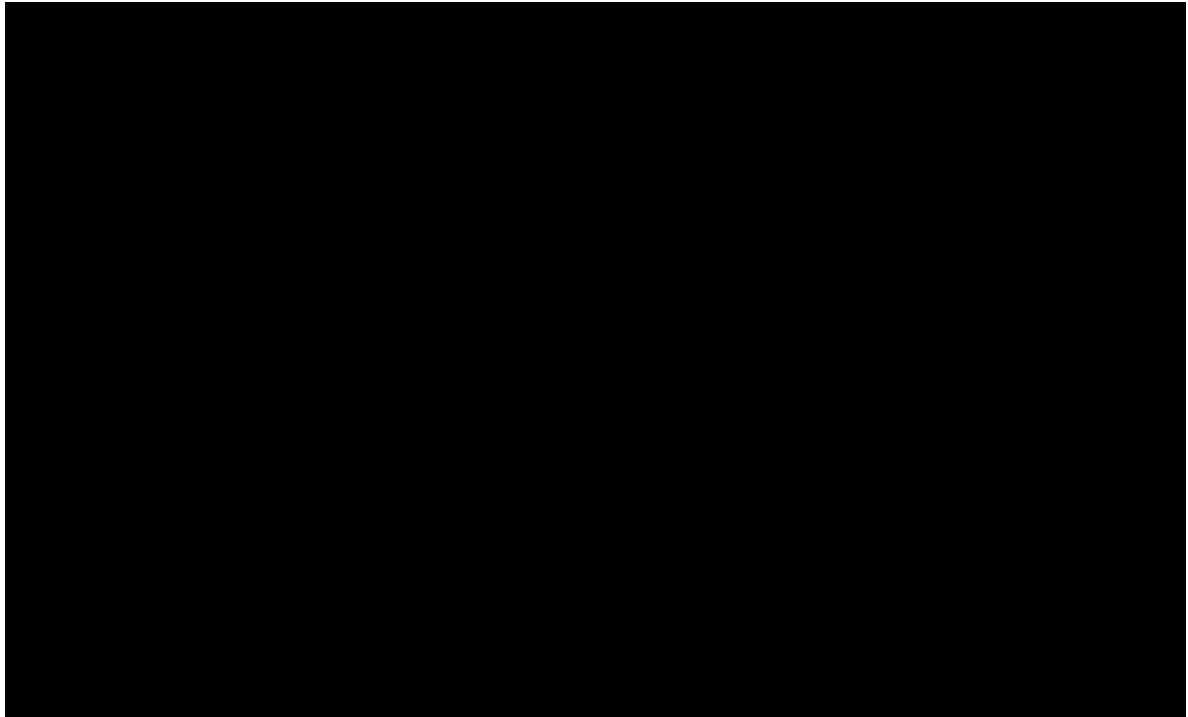
12 81. Taken on June 4, 2019, a screenshot of *Knives Out* gameplay depicts, on information  
13 and belief, [REDACTED]

14 82. Taken on June 3, 2019, screenshots of the *Knives Out* Facebook page depict, on  
15 information and belief, [REDACTED]





1           83. Taken on June 3, 2019, screenshots of the Knives Out Facebook page depict, on  
2 information and belief, [REDACTED]



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15           84. Taken on June 3, 2019, screenshots of the *Knives Out* Twitter page depict, on  
16 information and belief, [REDACTED]



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18           85. Taken on June 3, 2019, screenshots of several videos hosted on the *Knives Out*  
19 YouTube page depict, on information and belief, [REDACTED]





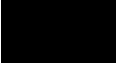
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21           86. Taken on June 3, 2019, a screenshot of a video entitled “『荒野行動』公式生放送  
22 「荒野HIGH Season2」日本全国大会進出チーム決定戦！” hosted on the *Knives Out* YouTube  
23 page depicts [REDACTED]

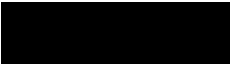
24           87. Taken on June 3, 2019, a screenshot of a video entitled “『荒野行動』公式生放送  
25 「荒野の光！スター誕生！」東京決戦！” hosted on the *Knives Out* YouTube page depicts [REDACTED]

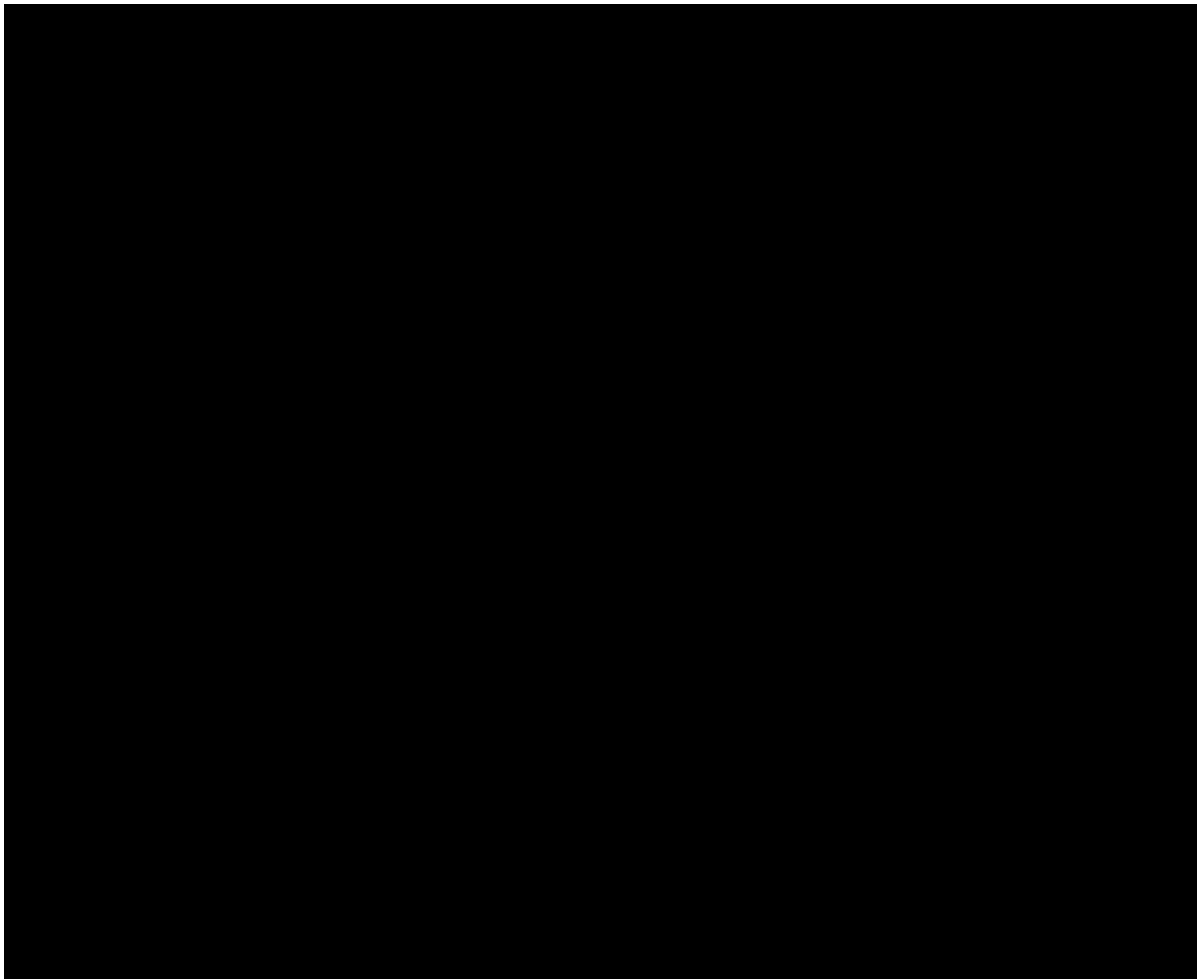


1                   **3.     SURVIVOR ROYALE**

2           88.     Taken on June 19, 2019, screenshots of a YouTube video entitled “Survivor Royale  
3 iOS/Android Gameplay!” depicts 

4           89.     Taken on June 19, 2019, screenshots of a YouTube video entitled “Survivor Royale -  
5 Gameplay Walkthrough Part 1 | by NetEase Games | Android Gameplay HD” depicts   
6 

7           90.     Taken on June 19, 2019, screenshots of a YouTube video entitled “Survivor Royale  
8 Win (Turan Team )” depicts 





91. Taken on June 19, 2019, a screen shot of a YouTube video entitled “Android/IOS Game Play | Survivor Royale” depicts, on information and belief, [REDACTED]

92. Taken on June 19, 2019, a screen shot of a YouTube video entitled “\*NEW MAP UPDATE\* SURVIVOR ROYALE GAMEPLAY (Android) HD” depicts, on information and belief, [REDACTED]

93. Taken on June 19, 2019, a screen shot of a YouTube video entitled “Survivor Royale Gameplay testando gráficos” depicts, on information and belief, [REDACTED]

94. Taken on June 19, 2019, a screen shot of a YouTube video entitled “Survivor Royale Win (Turan Team )” depicts, on information and belief, [REDACTED]

**D. PUBG notifies NetEase of Its Breach of the Settlement Agreement**

95. On June 24, 2019, PUBG notified NetEase of these breaches by sending a letter [REDACTED] of the Settlement Agreement. On information and belief, an employee of NetEase refused to accept delivery.

96. On July 2, 2019, PUBG's outside counsel forwarded this notice to NetEase's counsel of record in the Underlying Action by email and U.S. Mail.

97. On August 1, 2019, NetEase's outside counsel responded to this letter denying that NetEase had breached the Settlement Agreement, with the exception of [REDACTED] that it confirmed it had either ceased offering [REDACTED] after PUBG provided notice or offered to modify [REDACTED]

98. However, NetEase denied that [REDACTED]

99. PUBG has complied with [REDACTED] of the Settlement Agreement, which [REDACTED]

**FIRST CLAIM FOR RELIEF**

**Breach of Contract**

100. PUBG repeats, realleges, and incorporates each and every allegation of the foregoing paragraphs as though fully set forth in this cause of action.

101. As set forth above in Paragraphs 1 through 99, NetEase has breached the Settlement Agreement [REDACTED]

102. The breaches detailed above represent only those that were known to PUBG as of the date of the filing of this Complaint. PUBG believes that additional breaches are likely to be identified.

103. PUBG has performed its obligations under the Settlement Agreement.

104. Accordingly, PUBG seeks damages and/or all other remedies available under law.

**PRAYER FOR RELIEF**

PUBG seeks relief as follows:

1. That the Court enter judgment in favor of PUBG and against NetEase in an amount

[REDACTED] for each breach of the Settlement Agreement [REDACTED];

2. That PUBG be awarded specific performance in the form of a preliminary injunction and permanent injunction requiring NetEase to immediately and permanently remove all

[REDACTED]  
[REDACTED] of the Settlement Agreement;

3. Interest to the extent permitted by law or equity;

4. Plaintiffs' costs and expenses in this action, including reasonable attorney's fees, to the extent permitted by law or equity, and [REDACTED]

[REDACTED]; and

5. Such further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial for all issues so triable.

Dated: October 15, 2019

Respectfully submitted,

WINSTON & STRAWN LLP

By: /s/ David P. Enzminger

David P. Enzminger  
Diana Hughes Leiden

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PUBG Corporation and  
PUBG Santa Monica, Inc.